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SHIFT PROVISIONS

FOR

TEAMSTER (SPECIAL SINGLE SHIFT RATE)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA
COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS,
LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED,
MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA
CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO,
AND YUBA COUNTIES

Note: The shift provisions provided in the following pages provide guidance on the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift where shift differential pay is in the determinations. Any shift provision restricting the work hours for a particular shift for a type of work will not be enforced on public works. However, if work is performed during hours typically associated with a 2nd or 3rd shift the appropriate shift rate of pay is required. Shift differential pay shall not apply to work during traditional shift hour (swing or grave) if the determination includes a footnote that indicates that the non-shift rate may be paid for a special single shift. Please note the exemptions in California Code of Regulations Section 16200 (a)(3)(F) do not waive the shift differential pay. These regulatory exemptions only apply to overtime pay. Overtime shall be required in accordance with the determination and Labor Code Section 1810 through 1815.

2006-2010
TEAMSTERS
MASTER LABOR AGREEMENT

THIS AGREEMENT made and entered into this 15th day of June 2006, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as "Association" on behalf of those signatory employers appearing on Exhibit A attached hereto, and the HEAVY, HIGHWAY, BUILDING AND CONSTRUCTION TEAMSTERS COMMITTEE FOR NORTHERN CALIFORNIA, hereinafter referred to as "Committee".

WITNESSETH

**SECTION 1
GENERAL PROVISIONS**

1 (A) Definitions

- (1) **Association:** The term "Association" means Associated General Contractors of California, Inc.
- (2) The term "Employer" shall mean any person or entity, including Joint Ventures, who are listed on Exhibit A on file with the Committee. Exhibit A shall be prepared by the Association and filed with the Committee and shall list individual employers. The Association shall file with the Committee monthly a list of those members of the Association whose names shall be added to Exhibit A.
- (3) **Union:** The term "Union" means one of the following Local Unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America: Local Unions 137, 150, 287, 315, 386, 431, 439, 490, 533, 624, 853, 890, 912, 948.
- (4) **Committee:** The term "Committee" means the Heavy, Highway, Building and Construction Teamsters Committee for Northern California.
- (5) **Employee:** The term "Employee" means all individuals performing work within the unit covered by this Agreement, except that it shall not apply to superintendents, assistant superintendents, general foremen, foremen covered by the Master Agreement covering foremen between the Committee and the Association, civil engineers and their helpers, timekeepers, messenger boys, guards, confidential employees and office help.
- (6) Any reference to one gender in this Agreement shall also mean reference to the other gender.

paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 workweek, except as maybe changed by mutual agreement.

5 (B) WORK DAY

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day work week in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. If all Crafts on the project are employed on the basis of four-ten (4 x 10) hour days, the Teamster's shall work on the same basis.

5 (C) MAKE-UP DAY

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer, Employees (at their option) may make-up such a day on Saturdays and shall be paid at the applicable straight time rate.

In the event that work cannot be performed Monday through Thursday (4 x 10 hour workweek) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer, Employees (at their option) may make-up such lost work day(s) on Friday and/or Saturday, and shall be paid at the applicable straight time rate.

5 (D) SHIFTS AND STARTING TIMES

- (1) When more than one shift is employed, such shifts shall run consecutively. The regularly established starting time for the second (2nd) shift on a two-shift operation shall not be later than three (3) hours after the end of work, either straight time or regularly scheduled overtime, of the first shift. If three (3) shifts are used, the regular starting time for the second (2nd) and third (3rd) shift shall commence not later than one (1) hour after the regularly scheduled end of the previous shift.

The regular starting time for the second and third shifts shall be posted at the job site and cannot be changed during the course of the work week.

The above provisions may be modified by mutual agreement between the Union and the Employer.

- (2) a. The Employer may utilize individual starting times based on the quarter hour from 5:00 a.m. - 8:00 a.m.

The starting time for a double shift shall be either 6:00 a.m., 7:00 a.m., or 8:00 a.m.

The starting time for a triple shift shall be 8:00 a.m.

The straight time starting time for Employees on each shift shall be the same for all Employees employed on that shift.

Other starting times may be established with the consent of the Union. Once established, the starting time may only be changed at the end of the work week.

- b. When a public agency requires that construction operations be rescheduled or curtailed due to traffic conditions, weather conditions, or fire hazards in a locality, special earlier or later starting time may be established by mutual agreement between the Individual Employer and the Local Union.
- c. Notwithstanding the other provisions of this Section 5D(2), the starting times for individual employees dispatched from stationary construction yards may be scheduled from day to day at 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., and 8:00 a.m.

Other starting times may be established with the consent of the Union.

Employees dispatched from stationary construction yards will be informed of their starting time for the following day no later than the end of their shift, except in cases of emergency.

- d. During the winter months (December through February) between the hours of 5:00 a.m. and 5:00 p.m. the employees may be called out for a work assignment and shall be compensated for a minimum of four (4) hours at the appropriate rate of pay.

When employees are called out for a work assignment between the hours of 5:00 p.m. and 5:00 a.m., the employee shall be compensated for a minimum of four (4) hours at the appropriate overtime rate of pay.

The above provisions shall not conflict with Section 5(E) Special Single Shift.

- (3) Whenever the Employer employs three (3) shifts for five (5) or more consecutive days, the first shift of the day and of the work week shall start at 8:00 a.m. Monday and the work week shall end with the closing of the third or graveyard shift at 8:00 a.m. Saturday. Provided the three (3) shift operation started as indicated herein, all work performed between the hours of 8:00 a.m. Saturday and 8:00 a.m. Monday shall be compensated for at the applicable overtime rates. However, if the three (3) shift operation did not commence as required herein, the overtime rate shall be applicable to all work performed after Friday midnight.
- (4) Where either two (2) or three (3) shifts are worked, the first shift shall work eight (8) hours and shall receive the regular straight time rate for eight (8) hours, the second (2nd) shift shall work seven and one-half (7-1/2) hours and shall receive the regular

straight time rate for eight (8) hours, and the third (3rd) shift shall work seven (7) hours and shall receive the regular straight time rate for eight (8) hours. Once a two (2) or three (3) shift operation has been established, it shall not be terminated other than on a Sunday, except upon completion of the job.

On a two (2) and/or three (3) shift job, in addition to the two (2) and/or three (3) shifts, a single day shift may be established providing it is for five (5) or more consecutive days and is under separate supervision. The regular starting time of such single day shift shall be between 6:00 a.m., and 8:00 a.m.; 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m.

No single shift Employee shall be integrated with or relieve either a double or triple shift Employee and no double or triple shift Employee shall be integrated with or shall relieve a single shift Employee. The regular day's work for Employees on said shift shall be eight (8) hours.

5 (E) SPECIAL SINGLE SHIFT

When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union during the pre-job conference or by e-mail, certified mail or facsimile at least three (3) days prior to the start of such special shift (except in cases of emergency) the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of Section 5(H).

Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that working conditions would be unsafe for Employees, or counter-productive to the performance of work, the special single shift may commence on Sunday, with double (2) time to be paid from 8:00 p.m. Saturday up to and including 8:00 p.m. Sunday and the applicable straight-time rate paid from 8:00 p.m. Sunday until the completion of the eight (8) hour special single shift. If Sunday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Friday and 8:00 p.m. Saturday shall be paid at time and one-half (1 ½). If Saturday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Saturday and 8:00 p.m. Sunday shall be paid at double time.

The straight time rate for such special shift shall be \$2.00 per hour above the appropriate straight time wage rate otherwise specified in this Agreement.

5 (F) OVERTIME

- (1) All work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week, shall be compensated for at one and one-half (1-1/2) times the Employee's straight time rate.